

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

SEOIL AGENCY CO., LTD.,

Plaintiff,

v.

CAMDEN SEAFOODS
INTERNATIONAL, LLC, et al.,

Defendants.

CASE NO. C16-1344JLR

ORDER DENYING MOTION
FOR DEFAULT JUDGMENT

Before the court is Plaintiff SEoil Agency Co., Ltd.'s ("SEoil") motion for default judgment against Defendants Camden Seafoods International, LLC, and the F/V Tigil. (Mot. (Dkt. # 19).) For the second time, SEoil has failed to comply with the requirements of Local Civil Rule 55(b).¹ (See 10/31/16 Order (Dkt. # 14).) Accordingly, the court DENIES SEoil's motion without prejudice.

¹ The Local Civil Rules "apply to all civil cases, including admiralty and maritime proceedings, but if in any instance one of those rules is inconsistent with a [Local] Admiralty Rule, the [Local] Admiralty Rule shall control." Local Rules W.D. Wash. LAR 100.

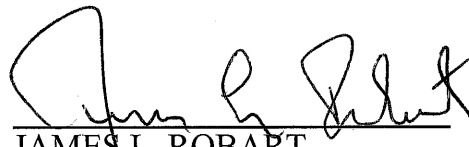
1 In federal court, the post-judgment interest rate is pegged to “to the weekly
2 average [one]-year constant maturity Treasury yield, as published by the Board of
3 Governors of the Federal Reserve System, for the calendar week preceding” entry of
4 judgment. 28 U.S.C. § 1961(a). When a plaintiff “claims that an interest rate other than
5 that provided by 28 U.S.C. § 1961” applies, Local Civil Rule 55(b)(2)(B) specifically
6 requires the plaintiff to “state the . . . reasons for applying it.” Here, SEoil seeks post-
7 judgment interest “at the rate of 12% per annum.” (Mot. at 2.) In two declarations, SEoil
8 asserts that “12% per annum” is the “statutory rate,” but neither declaration explains what
9 statute authorizes that rate of post-judgment interest. (Young Decl. (Dkt. # 20) ¶ 4; Kim
10 Decl. (Dkt. # 21) ¶ 8.) However, SEoil did not explain its deviation from the
11 post-judgment interest prescribed in Section 1961. (*See generally* Mot.)

12 In addition, SEoil does not adequately explain how it derived the asserted
13 \$199,439.64 in prejudgment interest that it asserts is due. (*Id.* at 2.) SEoil merely asserts
14 that it charges two percent interest on open invoices. (Kim Decl. ¶ 7.) However, SEoil
15 fails to establish its authority to charge this rate or why the rate is the appropriate
16 prejudgment interest to apply in this lawsuit. *See* Local Rules W.D. Wash. LCR
17 55(b)(2)(B); *see also* Local Rules W.D. Wash. LAR 155 (“Unless the court directs
18 otherwise, an award of prejudgment interest shall be computed at the same rate
19 authorized in 28 U.S.C. § 1961 . . .”). SEoil merely points the court to an 82-row
20 spreadsheet, only three of which are relevant to this lawsuit, and leaves the court to hunt
21 for the relevant rows in the spreadsheet. (*See* Kim Decl. ¶ 7, Ex. D at Rows 51, 57, 61.)
22

Moreover, even after identifying the relevant rows, the court cannot determine how often SEoil compounded interest and whether such compounding was proper. (*See id.*)

Local Civil Rule 55 places a heavy legal and evidentiary burden on a party seeking entry of default or a default judgment because such relief is obtained without the benefit of the adversarial process. SEoil fails to satisfy that burden. The court accordingly DENIES SEoil's motion for default judgment (Dkt. # 19) without prejudice to renewing the motion in a manner that comports with the governing rules of procedure.²

Dated this th7 day of February, 2017.


JAMES L. ROBART
United States District Judge

² The court CAUTIONS counsel that future failures to comply with the Federal Rules of Civil Procedure, the Local Civil Rules, and the Local Admiralty Rules may result in sanctions.